EXHIBIT A

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ATTORNEYS FOR PLAINTIFF
JONATHAN STAUB and JEFFERSON
FINNEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

114CV267234

JONATHAN STAUB and JEFFERSON FINNEY, Plaintiffs, v. BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.; WALGREEN CO.; CVS PHARMACY, INC.; and DOES 1-100, Defendants.	CASE NO. ____________ **COMPLAINT FOR DAMAGES FOR:** **1) Strict Products Liability - Failure to Warn or Instruct** **2) Strict Products Liability - Manufacturing Defect** **3) Products Liability Negligence** **4) Products Liability Negligence - Failure to Warn or Instruct** **5) Loss of Consortium**

BY FAX

Plaintiffs Jonathan Staub and Jefferson Finney hereby allege as follows against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, inclusive, and each of them:

SUMMARY OF CASE

1. Plaintiff Jonathan Staub suffered injuries due to the use of a prescription pharmaceutical, Pradaxa, manufactured by defendant Boehringer Ingelheim Pharmaceuticals, Inc. and distributed and sold by defendants Walgreen Co. and CVS Pharmacy, Inc. Pradaxa is an anticoagulant medication. Pradaxa has inherent dangers of use, in that it has both intra- and inter-patient variability, that is, its effectiveness as an anticoagulant can vary from person to person and at

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different times in the same person. Defendants did not warn physicians and patients of this issue and did not recommended testing to determine whether each patient was over- or under-medicated or whether coagulation was occurring despite the use of the drug.

2. Pradaxa has particular hazards when used for conditions such as atrial fibrillation, where lack of coagulation can lead to cardiac thrombosis (blood clots in the heart) and potential embolic strokes. Unlike alternative medications such as Coumadin/warfarin, with Pradaxa there is no effective blood test to determine the effectiveness of Pradaxa as an anticoagulant in a given patient, and/or whether the use of Pradaxa has prevented the formation of a blood clots in a given patient. In the event of a stroke after use of Pradaxa, it is not possible to use "clot-busting" medications such as tissue plasminogen activator (TPA) to rescue the patient from the effects of stroke.

3. With regard to the use of Pradaxa in atrial fibrillation patients, Defendants did not adequately warn or instruct physicians regarding the inability to test the effectiveness of Pradaxa with a blood test; the need to use a transesophageal exam (TEE) to determine whether a cardiac thrombosis is present after use of the medication; and the inability to use clot-busting medications in case of a stroke; and other important information. For the foregoing reasons, the use of Pradaxa should be contraindicated in patients with atrial fibrillation unless monitoring or further testing, and particularly a TEE, is performed to confirm that no clots are present.

4. During the year 2012, plaintiff Jonathan Staub was treated for atrial fibrillation with Pradaxa to prevent and eliminate the presence of blood clots from developing in plaintiff's heart. It was later discovered that Pradaxa had been ineffective at preventing clotting, and had permitted a large thrombosis in Staub's left atrial appendage.

5. On June 30, 2012, Staub suffered a massive right mid-cerebral artery distribution embolic stroke caused by a blood clot that migrated from his heart. Due to the use of Pradaxa, his physicians were unable to use clot-busting medications to counteract the effects of the stroke. As a result, Staub now suffers from left-sided hemiparesis, left shoulder subluxation, and related neurological injuries. He is permanently impaired due to defendants' negligence, which caused a stroke that could have been prevented by adequate warnings regarding inter and intra patient variability; recommendation for monitoring of presence of clots prior to cardioversion through use

of a TEE to identify patients who have clots despite taking prescribed dosage of Pradaxa.

PARTIES AND VENUE

6. The entirety of this Complaint and the allegations made herein are pled upon information and belief. Each allegation contained herein is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

7. At all times mentioned herein, plaintiff Jonathan Staub was and is a resident of the County of Sonoma, California. Plaintiff Jonathan Staub also maintains a residence in the State of Hawaii.

8. At all times mentioned herein, plaintiff Jefferson Finney was and is a resident of the County of Sonoma, California. Plaintiff Jefferson Finney also maintains a residence in the State of Hawaii. At all times mentioned herein, plaintiffs Jonathan Staub and Jefferson Finney were and are lawfully wedded spouses.

9. Plaintiffs are informed and believes, and thereon alleges, that defendant Boehringer Ingelheim Pharmaceuticals, Inc. and Does 1-100, are, and at all times mentioned herein were, a corporation duly organized and existing under the laws of the State of Delaware. Plaintiffs are informed and believes and thereon alleges, that said defendants are duly licensed to do business, and were doing business, under and by the virtue of the laws of the State of California.

10. Plaintiffs are informed and believes, and thereon alleges, that defendant Walgreen Company and Does 1-100, are, and at all times mentioned herein were, a corporation duly organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Illinois. Plaintiffs are informed and believes and thereon alleges, that said defendants are duly licensed to do business, and were doing business, under and by the virtue of the laws of the State of California.

11. Plaintiffs are informed and believes, and thereon alleges, that defendant CVS Pharmacy, Inc. and Does 1-100, are, and at all times mentioned herein were, a corporation duly organized and existing under the laws of the State of Rhode Island, with its principal place of business in the State of Rhode Island. Plaintiffs are informed and believes and thereon alleges, that said defendants are duly licensed to do business, and were doing business, under and by the virtue of

the laws of the State of California.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as Does 1-100, inclusive, are unknown to plaintiffs who therefore sue said defendants by such fictitious names. Plaintiffs pray leave to amend this Complaint to assert the true names and capacities of said defendants when ascertained. Plaintiffs are informed and believe and thereupon allege that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that plaintiffs' losses as herein alleged were legally caused by such conduct.

13. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, defendants and DOES 1-100, and each of them, were the agent and employee of each other defendant, and in doing the things herein alleged were acting in the course and scope of such agency and employment and with the permission and consent of their codefendant(s).

14. Plaintiffs have filed a related action, *Staub v. Stanford Hospitals et al.*, in the Superior Court of California, City and County of San Francisco, case no. CGC-13-5362892, arising out of the same facts and circumstances as alleged in this Complaint. This related action is being transferred to the County of Santa Clara, and plaintiffs anticipate the two cases to be consolidated at that time.

15. Venue is proper in the County of Santa Clara, State of California, because plaintiff Jonathan Staub purchased the subject medication Pradaxa at pharmacies located in the City of Stanford, County of Santa Clara; and further because the plaintiff's treating health care providers, Randall Vagelos, M.D.; Henry Hsia, M.D.; Kelly Cook, R.N., N.P. at Stanford Hospital, named in the related action, all have their principal place of business in the City of Stanford, County of Santa Clara.

GENERAL ALLEGATIONS

Anti-Coagulant Medications, Atrial Fibrillation, and the Risk of Stroke

16. Pradaxa is the trade name for dabigatran, an anticoagulant medication. Pradaxa is manufactured by defendant Boehringer Ingelheim, a German pharmaceutical manufacturer. Pradaxa inhibits the action of thrombin (a clotting protein) and is part of a drug class called direct thrombin inhibitors. Pradaxa is intended as a substitute for Coumadin (warfarin).

17. In 2011, Boehringer Ingelheim spent $464 million to promote Pradaxa. As a result of these marketing efforts, the use of Pradaxa increased worldwide. In 2012, Pradaxa sales hit $1.5 billion.

18. Pradaxa has inter-patient variability, that is, it has different effects on different patients. At one extreme, some patients using Pradaxa have reported instances of hemorrhaging and uncontrollable bleeding. At the other extreme, some patients using Pradaxa will not be effectively protected against coagulation and may suffer adverse effects from clotting.

19. Pradaxa also has intra-patient variability, that is, it has different effects on the same patient at different times. At one extreme, a patient using a given dose of Pradaxa at a given time may be over medicated and show hemorrhaging and uncontrollable bleeding. At the other extreme, a patient using a given dose of Pradaxa at a different time will not be effectively protected against coagulation and may suffer adverse effects from clotting.

20. Because of the aforementioned inter- and intra-patient variability, and for other reasons, patients using Pradaxa may not be effectively protected against coagulation and may suffer adverse effects from clotting. Further, unlike alternative medications such as Coumadin/warfarin, with Pradaxa there is no effective blood test to determine the effectiveness of Pradaxa as an anticoagulant in a given patient, and/or whether the use of Pradaxa has prevented the formation of a blood clots in a given patient.

21. Anti-coagulant medications are often used in cases of atrial fibrillation, an abnormal heartbeat in which the heart rhythm is fast and irregular and electrical impulse of the heart is not regular. Atrial fibrillation can cause the flow of blood in the heart to slow, allowing blood clots to form. These blood clots pose an extreme risk for embolic stroke, in which a blood clot migrates to smaller arteries and becomes lodged in an artery. The clots close off blood supply, starving affected tissues of needed oxygen and nutrients leading to tissue death. In the brain, embolic strokes can cause permanent brain damage and neurological disorders such as paralysis. The risk of stroke and concomitant damage to brain tissue is a major health risk of atrial fibrillation.

22. In cases of atrial fibrillation, cardiac imaging is used to determine whether blood clots are present in the heart. There are alternative imaging, medication and testing options that may be

necessary depending on the patient's medical conditions. A transthoracic echocardiogram (TTE) uses a monitor placed on the patient's chest. Where medical signs indicate the patient has a high risk of blood clotting, physicians will perform a TEE (trans-esophageal echocardiogram) in order to image the whole heart including the atria and rule out blood clotting. In patients using Pradaxa, a TEE is necessary to determine the effectiveness of the medication in preventing clotting, since there is no chemical or blood test that will determine this.

23. The treatment of atrial fibrillation generally requires: a) imaging and testing to determine the existence of blood clots; b) anticoagulant medication to eliminate, prevent the formation of, and/or greatly reduce any blood clots; and c) the use of cardioversion (application of an electric shock) to restore a normal heart sinus rhythm. Cardioversion has a risk that the electric shock may dislodge clots from the heart, which may travel to the brain and cause a stroke. For that reason, it is important that no blood clots are present in the heart at the time of cardioversion.

24. In cases of patients who have embolic strokes, the use of "clot-busting" medications (such as tissue plasminogen activator (TPA)) are frequently used to break up the clot and rescue the patient from the effects of stroke. For patients using Coumadin/warfarin, TPA may be used in the case of embolic stroke. However, when Pradaxa is used, TPA may not be used in the case of embolic stroke. This is significant increase in the danger of stroke, as without clot-busting medication the only treatment is mechanical removal via microcatheter, which is a high-risk medical procedure that can exacerbate the patient's condition.

Treatment of Jonathan Staub with Pradaxa

25. On or about March 2011, plaintiff Jonathan Staub presented at the Stanford Hospital facility in Redwood City with tachycardia (rapid heart rate) and chest pressure and dyspnea (shortness of breath) on exertion. At Stanford Hospital, Staub received medical care and treatment from health care professionals including but not limited to Randall Vagelos, M.D.; Henry Hsia, M.D.; Kelly Cook, R.N., N.P. Physicians at Stanford ordered testing including an electrocardiogram and a transthoracic echocardiogram (TTE), in which an ultrasound transducer is placed on the patient's chest to image the heart.

26. On or about May 17, 2011, Stanford physicians diagnosed plaintiff Jonathan Staub

with apical hypertrophic cardiomyopathy. This condition increases the risk of cardiac problems including impeded blood flow, stroke, and sudden cardiac death.

27. On or about May 14, 2012, Stanford physicians diagnosed Jonathan Staub with atrial fibrillation. This condition carries a risk of cardiac blood clots and potential embolic strokes.

28. Prior to May 12, 2012, Staub's physicians had not been adequately warned, informed and/or instructed of the following issues and hazards with Pradaxa for use in patients with atrial fibrillation:

a. Pradaxa has both intra- and inter patient variability re anti-coagulation. Thus, the medication may not be effective at resolving atrial clots;

b. Pradaxa, unlike Coumadin, does not allow the monitoring of the efficacy of anti-coagulation through a simple blood draw and analysis;

c. For patients undergoing cardioversion on Pradaxa, a TEE must be performed to ensure absence of atrial clots; and

d. Pradaxa precludes the use of "clot busting" medication in the event of a stroke.

29. On May 12, 2014, Staub's physicians performed a transthoracic echocardiogram (TTE) on Staub and prescribed an Pradaxa as an anticoagulant medication. On or about May 12, 2014, based on his physicians' recommendations and prescription, Staub purchased Pradaxa from pharmacies including defendants Walgreen Co.; and CVS Pharmacy, Inc., and began ingesting Pradaxa as recommended, up to on or about June 30, 2012.

30. On or about June 25, 2012, Staub's physicians performed cardioversion therapy on plaintiff Jonathan Staub.

31. On or about June 30, 2012, plaintiff Jonathan Staub suffered a right mid-cerebral artery distribution embolic stroke. Jonathan had stroke symptoms including slurred speech, a left facial droop, and left hemiparesis (he was unable to move the left side of his body).

32. On or about July 3, 2012, defendants for the first time performed a TEE upon Jonathan Staub. A large mural thrombus (clot) was identified in his left atrial appendage.

33. Plaintiff Jonathan Staub remained in the ICU at Stanford Hospital for approximately eleven days. He was discharged from Stanford Hospital on or about July 24, 2012, about 24 days

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after his stroke. Staub continues to suffer from permanent injuries including left-sided hemiparesis, facial droop, and related neurological injuries, all caused by his stroke on June 30, 2012.

34. Plaintiffs have filed a related action, *Staub v. Stanford Hospitals et al.*, in the Superior Court of California, City and County of San Francisco, case no. CGC-13-5362892, arising out of the same circumstances as alleged in this Complaint. In the related action, plaintiffs allege *inter alia* that Staub's health care providers at Stanford Hospital knew or should have known of the risk that Staub would be under-medicated under the Pradaxa regimen and would develop blood clotting, causing his stroke. Alternatively and/or concurrently, defendants herein, Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; and CVS Pharmacy, Inc.; did not adequately inform, warn, or instruct Staub's health care providers at Stanford Hospital of the risks of Pradaxa and the need for monitoring for cardiac coagulation where Pradaxa is used, thus causing plaintiff Jonathan Staub's stroke and resulting injuries.

FIRST CAUSE OF ACTION

STRICT PRODUCT LIABILITY - FAILURE TO WARN OR INSTRUCT

(Against All Defendants)

35. Plaintiffs hereby incorporate Paragraphs 1 through 34 above of this Complaint into this, the first cause of action, as though fully set forth herein.

36. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, designed, researched, manufactured, compounded, tested or failed to test, inspected or failed to inspect, packaged, labeled, fabricated, constructed, analyzed, sold, distributed, supplied, merchandised, recommended, advertised, promoted, marketed, warned or failed to warn regarding, and/or instructed or failed to instruct regarding, the prescription drug medication dabigatran, having the trade name Pradaxa (hereafter "Pradaxa").

37. Pradaxa was intended by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as an anticoagulant medication for use in certain medical conditions including but not limited to atrial fibrillation, to reduce the risk of blood clotting and embolic stroke. Defendants and each of them advertised, promoted, and marketed Pradaxa for use with patients with atrial fibrillation as an anticoagulant to reduce the risk of blood clotting and embolic stroke.

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38. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, knew and intended that the prescription drug Pradaxa manufactured, marketed and sold by defendants, would be purchased by health care patients by prescription from their physicians, and that those patients would rely on their physicians to transmit any relevant warnings about the drug.

39. Pradaxa is unavoidably unsafe for its intended applications as an anticoagulant for use in patients with atrial fibrillation, for the following reasons:

a. Pradaxa has both intra- and inter- patient variability re anti-coagulation. For this and other reasons, the medication may not be effective at resolving atrial clots;

b. Pradaxa, unlike Coumadin, does not allow the monitoring of the efficacy of anti-coagulation through a simple blood draw and analysis;

c. For patients undergoing cardioversion on Pradaxa, a TEE must be performed to ensure absence of atrial clots; and

d. Pradaxa precludes the use of "clot busting" medication in the event of a stroke.

40. The potential hazards and defects of Pradaxa as set forth above presented a substantial danger to patients using Pradaxa when the product is used or misused in an intended or reasonably foreseeable way for medical conditions including atrial fibrillation. The substantial dangers of Pradaxa include the risk of blood clots, strokes, neurological disorders, partial or full paralysis, and/or death.

41. The dangers of Pradaxa and of the foreseeable use or misuse of Pradaxa as stated above were known to defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, and/or were reasonably scientifically knowable to defendants and each of them in the light of scientific and medical knowledge that was generally accepted in the medical community, at the time the drug was sold and/or distributed.

42. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, failed to properly and adequately instruct, educate, and warn physicians in the relevant medical community likely to prescribe Pradaxa of all the hazards and dangerous propensities of the drug Pradaxa and of its foreseeable use and misuse. Defendants and

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each of them failed to properly warn and instruct physicians of the need for monitoring and medical imaging to ensure the effectiveness of a regime of Pradaxa use and to ensure the elimination or prevention of cardiac thrombosis, as stated above. Defendants and each of the failed to include instructions and warnings of all potential risks, side effects, and necessary medical precautions necessary given the foreseeable use or misuse of Pradaxa.

43. During a period from on or about May 12, 2012 through on or about June 30, 2012, plaintiff Jonathan Staub obtained a prescription for Pradaxa from physicians at Stanford Hospital including Randall Vagelos, M.D. and Henry Hsia, M.D. Plaintiff Jonathan Staub's physicians prescribed the drug Pradaxa for his atrial fibrillation medical condition, pursuant to the intended purposes for which defendants advertised, marketed, and promoted Pradaxa. During that period Staub purchased Pradaxa from defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, and utilized Pradaxa pursuant to the prescription from his physicians. Plaintiff's physicians prescribed the use and dosage of the drug Pradaxa, and plaintiff Staub used Pradaxa, in a manner according to the instructions promulgated by defendants and each of them, and/or in a manner reasonably foreseeable to defendants.

44. At all times mentioned herein, plaintiff Jonathan Staub had no ability to recognize the potential defects, risks, hazards, and side effects of Pradaxa and/or the foreseeable use or misuse of Pradaxa for his medical conditions, as stated above.

45. On or about June 30, 2012, as a legal result of the failure of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, to properly instruct, educate, and warn physicians of the hazards of Pradaxa, plaintiff Jonathan Staub suffered a right mid-cerebral artery distribution embolic stroke caused by the failure of Pradaxa to eliminate atrial coagulation in Staub's heart.

46. As a legal result of said defects of Pradaxa and of the failure to warn or instruct regarding said defects by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub was injured in his health, strength, and activity, and sustained injuries to his brain, his vasculature, and his person, all of which injuries have caused Jonathan Staub great mental and physical pain and suffering. Plaintiffs are informed and

believe and thereon allege that such injuries will result in permanent disability to plaintiff. As a result of such injuries, plaintiff Jonathan Staub has suffered general damages in an amount in excess of the jurisdictional minimum of this Court and to be proven at the time of trial in this action.

47. As a further legal result of said defects of Pradaxa and of the failure to warn or instruct regarding said defects by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has incurred, and will continue to incur, medical and related expenses for physicians, surgeons, hospital care, and other medical services and supplies, as well as home care. The full amount of these expenses is not known to plaintiff at this time. Plaintiffs pray leave to amend this complaint to state the amount when it becomes known to him.

48. As a legal result of said defects of Pradaxa and of the failure to warn or instruct regarding said defects by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has sustained a past loss of earnings, and will sustain a loss of earning capacity in the future for an indefinite time, all to plaintiff's further special damages in amounts presently unknown. Plaintiffs pray leave to amend this Complaint to assert the true amounts when they are ascertained.

49. As a legal result of said defects of Pradaxa and of the failure to warn or instruct regarding said defects by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has incurred out-of-pocket expenses. Further, plaintiff Jonathan Staub sustained a loss of his ability to provide household services, and will continue to suffer such loss for an indefinite time in the future. Plaintiff Jonathan Staub has suffered and will suffer other consequential damages, all to his further special damage in an unascertained amount that exceeds the minimum jurisdiction of this Court.

WHEREFORE, plaintiff Jonathan Staub prays for judgment against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as hereinafter set forth.

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SECOND CAUSE OF ACTION

STRICT PRODUCT LIABILITY - MANUFACTURING DEFECT

(Against All Defendants)

50. Plaintiffs hereby incorporate Paragraphs 1 through 49 above of this Complaint into this, the second cause of action, as though fully set forth herein.

51. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, designed, researched, manufactured, compounded, tested or failed to test, inspected or failed to inspect, packaged, labeled, fabricated, constructed, analyzed, sold, distributed, supplied, merchandised, recommended, advertised, promoted, marketed, warned or failed to warn regarding, and/or instructed or failed to instruct regarding, the prescription drug medication dabigatran, having the trade name Pradaxa (hereafter "Pradaxa").

52. During a period from on or about May 12, 2012 through on or about June 30, 2012, plaintiff Jonathan Staub obtained a prescription for Pradaxa from physicians at Stanford Hospital including Randall Vagelos, M.D. and Henry Hsia, M.D. During that period Staub purchased and ingested Pradaxa pursuant to the prescription from his physicians.

53. Defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, failed to properly manufacture, prepare, compound, synthesize, package, assemble, the Pradaxa ingested by plaintiff Jonathan Staub. At the time said product left the possession of defendants and each of them, the product contained a manufacturing defect, in that the product differed from the manufacturer's intended result or from other ostensibly identical units of the same product line.

54. On or about June 30, 2012, as a legal result of the manufacturing defects of the Pradaxa product ingested by plaintiff Jonathan Staub, plaintiff suffered a right mid-cerebral artery distribution embolic stroke.

55. As a legal result of said defects of Pradaxa, plaintiff Jonathan Staub was injured in his health, strength, and activity, and sustained injuries to his brain, his vasculature, and his person, all of which injuries have caused Jonathan Staub great mental and physical pain and suffering. Plaintiffs are informed and believe and thereon allege that such injuries will result in permanent disability to

plaintiff. As a result of such injuries, plaintiff Jonathan Staub has suffered general damages in an amount in excess of the jurisdictional minimum of this Court and to be proven at the time of trial in this action.

56. As a further legal result of said manufacturing defects of Pradaxa, as aforesaid, plaintiff Jonathan Staub has incurred, and will continue to incur, medical and related expenses for physicians, surgeons, hospital care, and other medical services and supplies, as well as home care. The full amount of these expenses is not known to plaintiff at this time. Plaintiffs pray leave to amend this complaint to state the amount when it becomes known to him.

57. As a legal result of said manufacturing defects of Pradaxa, as aforesaid, plaintiff Jonathan Staub has sustained a past loss of earnings, and will sustain a loss of earning capacity in the future for an indefinite time, all to plaintiff's further special damages in amounts presently unknown. Plaintiffs pray leave to amend this Complaint to assert the true amounts when they are ascertained.

58. As a legal result of said manufacturing defects of Pradaxa, as aforesaid, plaintiff Jonathan Staub has incurred out-of-pocket expenses. Further, plaintiff Jonathan Staub sustained a loss of his ability to provide household services, and will continue to suffer such loss for an indefinite time in the future. Plaintiff Jonathan Staub has suffered and will suffer other consequential damages, all to his further special damage in an unascertained amount that exceeds the minimum jurisdiction of this Court.

WHEREFORE, plaintiff Jonathan Staub prays for judgment against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, as hereinafter set forth.

THIRD CAUSE OF ACTION

PRODUCT LIABILITY NEGLIGENCE

(Against All Defendants)

59. Plaintiffs hereby incorporate Paragraphs 1 through 58 above of this Complaint into this, the third cause of action, as though fully set forth herein.

60. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc. and Does 1-100, and each of them, were in the business of designing, researching, analyzing, manufacturing, compounding, merchandising, recommending, advertising, promoting, marketing,

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warning regarding, and/or instructing regarding, prescription drug medications. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100, and each of them, designed, researched, manufactured, compounded, tested or failed to test, inspected or failed to inspect, packaged, labeled, sold, distributed, supplied, merchandised, recommended, advertised, promoted, marketed, warned or failed to warn regarding, and/or instructed or failed to instruct regarding, the prescription drug medication Pradaxa.

61. At all times herein mentioned, defendants Walgreen Co. and CVS Pharmacy, Inc., and Does 1-100, and each of them, were in the business of merchandising, recommending, advertising, promoting, marketing, warning regarding, and/or instructing regarding, prescription drug medications and other products. At all times herein mentioned, defendants Walgreen Co. and CVS Pharmacy, Inc., and Does 1-100, and each of them, packaged, labeled, sold, distributed, supplied, merchandised, recommended, advertised, promoted, marketed, warned or failed to warn regarding, and/or instructed or failed to instruct regarding, the prescription drug medication Pradaxa.

62. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, knew or should have known based on scientific knowledge available to defendants at the time of distribution, that Pradaxa was a prescription drug product of such a nature that if it was not properly manufactured, designed, assembled, compounded, tested, inspected, packaged, labeled, fabricated, constructed, analyzed, instructed, warned, distributed, supplied, maintained, repaired, serviced, merchandised, recommended, advertised, promoted, marketed, sold, warned regarding, and/or instructed regarding, for the use and purpose for which it was intended, it was likely that it would injure the person or persons by whom it was used and expose such users to a foreseeable risk of harm.

63. Defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, knew, or should have known based on scientific knowledge available to defendants at the time of distribution, that Pradaxa was unavoidably unsafe for its intended applications as an anticoagulant for use in patients with atrial fibrillation, for the following reasons:

a. Pradaxa has both intra- and inter- patient variability re anti-coagulation. For this and other reasons, the medication may not be effective at resolving atrial clots;

b. Pradaxa, unlike Coumadin, does not allow the monitoring of the efficacy of anti-coagulation through a simple blood draw and analysis;

c. For patients undergoing cardioversion on Pradaxa, a TEE must be performed to ensure absence of atrial clots; and

d. Pradaxa precludes the use of "clot busting" medication in the event of a stroke.

64. Defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, knew that physicians and patients would rely upon representations by defendants regarding the effectiveness of Pradaxa as an anticoagulant for various medical conditions, including atrial fibrillation. Defendants and each of them knew that in deciding to prescribe Pradaxa and in fashioning a treatment plan related to the use of Pradaxa, physicians would rely upon advertisements, marketing, instructions, and warnings provided by defendants. Defendants and each of them knew that in the event Pradaxa was ineffective as an anticoagulant, patients taking Pradaxa would be exposed to serious medical hazards including blood clotting, strokes, neurological injuries, paralysis, and/or death.

65. Defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, had a duty to properly manufacture, design, assemble, compound, test, inspect, package, label, analyzed, distribute, supply, merchandise, recommend, advertise, promote, market, sell, warned regarding, and/or instructed regarding, the prescription drug Pradaxa, in order to ensure the safety of patients using Pradaxa for the purposes for which defendants advertised, marketed, and promoted Pradaxa.

66. During a period from on or about May 12, 2012 through on or about June 30, 2012, plaintiff Jonathan Staub obtained a prescription for Pradaxa from physicians at Stanford Hospital including Randall Vagelos, M.D. and Henry Hsia, M.D. Plaintiff Jonathan Staub's physicians prescribed the drug Pradaxa for his atrial fibrillation medical condition, pursuant to the intended purposes for which defendants advertised, marketed, and promoted Pradaxa. During that period Staub purchased Pradaxa from defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen

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Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, and utilized Pradaxa pursuant to the prescription from his physicians. Plaintiff's physicians prescribed the use and dosage of the drug Pradaxa, and plaintiff Staub used Pradaxa, in a manner according to the instructions promulgated by defendants and each of them, and/or in a manner reasonably foreseeable to defendants.

67. Prior to May 12, 2012, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, failed to use reasonable care to properly manufacture, design, assemble, compound, test, inspect, package, label, analyzed, distribute, supply, merchandise, recommend, advertise, promote, market, sell, warned regarding, and/or instructed regarding, the prescription drug Pradaxa, to avoid exposing users of Pradaxa to a foreseeable risk of harm. As a result of the negligence of defendants and each of them, the drug Pradaxa was hazardous to plaintiff Jonathan Staub, in that Pradaxa was likely to fail to control the coagulation of plaintiff's blood, and to fail to eliminate the risk of embolic stroke. Pradaxa was further hazardous because Staub and his physicians were likely to justifiably rely on the effectiveness of Pradaxa in designing a treatment plan for Staub and in recommending and undertaking certain medical procedures such as cardioversion therapy.

68. On or about June 30, 2012, as a legal result of the negligence of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, Jonathan Staub suffered a right mid-cerebral artery distribution embolic stroke.

69. As a legal result of the negligence of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub was injured in his health, strength, and activity, and sustained injuries to his brain, his vasculature, and his person, all of which injuries have caused Jonathan Staub great mental and physical pain and suffering. Plaintiffs are informed and believe and thereon allege that such injuries will result in permanent disability to plaintiff. As a result of such injuries, plaintiff Jonathan Staub has suffered general damages in an amount in excess of the jurisdictional minimum of this Court and to be proven at the time of trial in this action.

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70. As a further legal result of the negligence of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has incurred, and will continue to incur, medical and related expenses for physicians, surgeons, hospital care, and other medical services and supplies, as well as home care. The full amount of these expenses is not known to plaintiff at this time. Plaintiffs pray leave to amend this complaint to state the amount when it becomes known to him.

71. As a legal result of the negligence of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has sustained a past loss of earnings, and will sustain a loss of earning capacity in the future for an indefinite time, all to plaintiff's further special damages in amounts presently unknown. Plaintiffs pray leave to amend this Complaint to assert the true amounts when they are ascertained.

72. As a legal result of the negligence of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has incurred out-of-pocket expenses. Further, plaintiff Jonathan Staub sustained a loss of his ability to provide household services, and will continue to suffer such loss for an indefinite time in the future. Plaintiff Jonathan Staub has suffered and will suffer other consequential damages, all to his further special damage in an unascertained amount that exceeds the minimum jurisdiction of this Court.

WHEREFORE, plaintiff Jonathan Staub prays for judgment against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as hereinafter set forth.

FOURTH CAUSE OF ACTION

PRODUCT LIABILITY NEGLIGENCE - FAILURE TO WARN OR INSTRUCT

(Against Defendants Boehringer Ingelheim Pharmaceuticals, Inc.; and Does 1-100)

73. Plaintiffs hereby incorporate Paragraphs 1 through 72 above of this Complaint into this, the fourth cause of action, as though fully set forth herein.

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74. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, designed, researched, manufactured, compounded, tested or failed to test, inspected or failed to inspect, packaged, labeled, fabricated, constructed, analyzed, sold, distributed, supplied, merchandised, recommended, advertised, promoted, marketed, warned or failed to warn regarding, and/or instructed or failed to instruct regarding, the prescription drug medication Pradaxa.

75. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, knew and intended that the prescription drug Pradaxa manufactured, marketed and sold by defendants, would be purchased by health care patients by prescription from their physicians, and that those patients would rely on their physicians to transmit any relevant warnings about the drug.

76. Pradaxa is unavoidably unsafe for its intended applications as an anticoagulant for use in patients with atrial fibrillation when used or misused in a reasonably foreseeable manner, for the following reasons:

a. Pradaxa has both intra- and inter- patient variability re anti-coagulation. For this and other reasons, the medication may not be effective at resolving atrial clots;

b. Pradaxa, unlike Coumadin, does not allow the monitoring of the efficacy of anti-coagulation through a simple blood draw and analysis;

c. For patients undergoing cardioversion on Pradaxa, a TEE must be performed to ensure absence of atrial clots; and

d. Pradaxa precludes the use of "clot busting" medication in the event of a stroke.

77. The potential hazards and defects of Pradaxa as set forth above presented a substantial danger to patients using Pradaxa when the product is used or misused in an intended or reasonably foreseeable way for medical conditions including atrial fibrillation. The substantial dangers of Pradaxa include the risk of blood clots, strokes, neurological disorders, partial or full paralysis, and/or death.

78. The dangers of Pradaxa and of the foreseeable use or misuse of Pradaxa as stated above were known to defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS

Pharmacy, Inc.; and Does 1-100, and each of them, and/or were reasonably scientifically knowable to defendants and each of them in the light of scientific and medical knowledge that was generally accepted in the medical community, at the time the drug was sold and/or distributed.

79. At all times herein mentioned, defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, failed to properly and adequately instruct, educate, and warn physicians in the relevant medical community likely to prescribe Pradaxa of all the hazards and dangerous propensities of the drug Pradaxa and of its foreseeable use and misuse. Defendants and each of them failed to properly warn and instruct physicians of the need for monitoring and medical imaging such as TTE to ensure the effectiveness of a regime of Pradaxa use and to ensure the elimination or prevention of cardiac thrombosis, as stated above. Defendants and each of the failed to include instructions and warnings of all potential risks, side effects, and necessary medical precautions necessary given the foreseeable use or misuse of Pradaxa.

80. Defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, had a duty to properly warn, physicians regarding the dangers of Pradaxa and to instruct physicians as to the safe use of Pradaxa. A reasonable manufacturer, distributor, and/or seller of Pradaxa, under the same or similar circumstances as set forth herein including the aforementioned characteristics, limitations and dangers of Pradaxa, and the likely reliance of physicians and patients on the effectiveness of Pradaxa in eliminating blood clots, would have warned physicians of the dangers of Pradaxa and the potential that Pradaxa would be ineffective, and would have instructed physicians on the safe use of the product, including but not limited to the use of a TEE study to determine whether Pradaxa had eliminated blood clots in the patient.

81. During a period from on or about May 12, 2012 through on or about June 30, 2012, plaintiff Jonathan Staub obtained a prescription for Pradaxa from physicians at Stanford Hospital including Randall Vagelos, M.D. and Henry Hsia, M.D. Plaintiff Jonathan Staub's physicians prescribed the drug Pradaxa for his atrial fibrillation medical condition, pursuant to the intended purposes for which defendants advertised, marketed, and promoted Pradaxa. During that period

Staub purchased Pradaxa from defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc., and Does 1-100, and each of them, and utilized Pradaxa pursuant to the prescription from his physicians. Plaintiff's physicians prescribed the use and dosage of the drug Pradaxa, and plaintiff Staub used Pradaxa, in a manner according to the instructions promulgated by defendants and each of them, and/or in a manner reasonably foreseeable to defendants.

82. At all times mentioned herein, plaintiff Jonathan Staub had no ability to recognize the potential defects, risks, hazards, and side effects of Pradaxa and/or the foreseeable use or misuse of Pradaxa for his medical conditions, as stated above.

83. On or about June 30, 2012, as a legal result of the failure of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, to properly educate, and warn physicians of the known and/or knowable dangers of Pradaxa, and/or to properly instruct physicians on the safe use of Pradaxa, plaintiff Jonathan Staub suffered a right mid-cerebral artery distribution embolic stroke caused by the failure of Pradaxa to eliminate atrial coagulation in Staub's heart.

84. As a legal result of said dangers of Pradaxa and of the failure to warn or instruct regarding said dangers by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub was injured in his health, strength, and activity, and sustained injuries to his brain, his vasculature, and his person, all of which injuries have caused Jonathan Staub great mental and physical pain and suffering. Plaintiffs are informed and believe and thereon allege that such injuries will result in permanent disability to plaintiff. As a result of such injuries, plaintiff Jonathan Staub has suffered general damages in an amount in excess of the jurisdictional minimum of this Court and to be proven at the time of trial in this action.

85. As a further legal result of said dangers of Pradaxa and of the failure to warn or instruct regarding said dangers by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has incurred, and will continue to incur, medical and related expenses for physicians, surgeons, hospital care, and other medical services and supplies, as well as home care. The full amount of these

expenses is not known to plaintiff at this time. Plaintiffs pray leave to amend this complaint to state the amount when it becomes known to him.

86. As a legal result of said dangers of Pradaxa and of the failure to warn or instruct regarding said dangers by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has sustained a past loss of earnings, and will sustain a loss of earning capacity in the future for an indefinite time, all to plaintiff's further special damages in amounts presently unknown. Plaintiffs pray leave to amend this Complaint to assert the true amounts when they are ascertained.

87. As a legal result of said dangers of Pradaxa and of the failure to warn or instruct regarding said dangers by defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as aforesaid, plaintiff Jonathan Staub has incurred out-of-pocket expenses. Further, plaintiff Jonathan Staub sustained a loss of his ability to provide household services, and will continue to suffer such loss for an indefinite time in the future. Plaintiff Jonathan Staub has suffered and will suffer other consequential damages, all to his further special damage in an unascertained amount that exceeds the minimum jurisdiction of this Court.

WHEREFORE, plaintiff Jonathan Staub prays for judgment against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as hereinafter set forth.

FIFTH CAUSE OF ACTION

LOSS OF CONSORTIUM

(Against All Defendants)

88. Plaintiffs incorporate by reference paragraphs 1-87 above into this, the fourth cause of action, as though fully set forth herein.

89. On June 30, 2012, and at all times mentioned in this complaint, plaintiffs Jonathan Staub and Jefferson Finney were lawfully married spouses. At all times relevant herein, plaintiff Jefferson Finney benefited from the love, society, comfort, services, conjugal fellowship, caring, shared responsibility and shared finances of his spouse, plaintiff Jonathan Staub.

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90. As a legal cause of the acts or omissions of defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them as alleged in this Complaint, plaintiff Jonathan Staub suffered physical and emotional injury that has impaired the care, comfort, and society and other benefits of marriage as between plaintiffs Jonathan Staub and Jefferson Finney, who are lawfully wedded spouses.

91. Prior to his injuries as complained of herein, plaintiff Jonathan Staub was able to and did perform his duties as a spouse, provided income to the home and assisted plaintiff Jefferson Finney in the care and management of their home and family matters.

92. Subsequent to his injuries as complained of herein, plaintiff Jonathan Staub has been unable to perform his necessary duties as a spouse. By reason thereof, plaintiff Jefferson Finney has been and will be deprived of the consortium of his spouse, including his spouse's necessary duties and support. Plaintiff Jefferson Finney is informed and believes that, as a legal result of his spouse Jonathan Staub's injuries sustained as described herein, his spouse will be unable to perform such work, duties and services in the future.

93. By reason thereof, plaintiff Jefferson Finney has been and will be deprived of the consortium of his spouse Jonathan Staub, including his spouse's necessary duties and support.

WHEREFORE, plaintiff Jefferson Finney prays for judgment against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as hereinafter set forth.

PRAYER

Plaintiffs Jonathan Staub and Jefferson Finney pray for judgment against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, as hereinafter set forth.as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For costs of suit herein;
4. For interest to the extent allowable by law; and
5. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

As to the matters complained of herein against defendants Boehringer Ingelheim Pharmaceuticals, Inc.; Walgreen Co.; CVS Pharmacy, Inc.; and Does 1-100, and each of them, plaintiffs Jonathan Staub and Jefferson Finney demand a trial by jury.

DATED: June 27, 2014

THE VEEN FIRM, P.C.

By: [signature]

Eustace de Saint Phalle
Attorneys for Plaintiffs
Jonathan Staub And Jefferson Finney

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